UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

HORST RESCHKE,

Plaintiff,

vs.

Case No.

EQUIFAX INFORMATION SERVICES, LLC, a Georgia limited liability company, and CITIMORTGAGE, INC., a foreign corporation,

Honorable

Defendants.

Gary D. Nitzkin (P41155)
Travis Shackleford (P68710)
Carl Schwarts (P70335)
CREDIT REPAIR LAWYERS OF AMERICA
Attorneys for Plaintiff
22142 West Nine Mile Road
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DYKEMA GOSSETT PLLC
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DYKEMA GOSSETT•A PROFESSIONAL LIMITED LIABILITY COMPANY•39577 WOODWARD AVENUE, SUITE 300•BLOOMFIELD HILLS, MICHIGAN 48304

NOTICE OF REMOVAL

Defendant CitiMortgage, Inc. ("CMI"), through counsel, Dykema Gossett PLLC, pursuant to 28 U.S.C.§ 1441, removes this action from the 41A District Court to the United States District Court for the Eastern District of Michigan, Southern Division. In support of this Notice of Removal, CMI states as follows:

PROCEDURAL BACKGROUND AND GROUNDS FOR REMOVAL

1. On or about August 18, 2017, Plaintiff Horst Reschke ("Plaintiff") commenced an action in the 41A District Court.

2. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely. CMI was served via certified mail, return receipt requested of the Complaint, on September 18, 2017. As such, the requirements of 28 U.S.C. § 1446(b) have been met, as this removal is being filed within thirty days.

3. The attached documents constitute all process, pleadings, and orders received or obtained by CMI in this action and are attached to this Notice of Removal as **Ex. A**.

4. This Notice of Filing Notice of Removal and a copy of this Notice of Removal to Federal Court have been sent for filing with the 41A District Court as required by 28 U.S.C. § 1446(d) and copies of the same have been served upon Plaintiff's counsel as verified by the attached proof of service.

5. The Court has federal question jurisdiction of this action pursuant to 28 U.S.C. § 1331. Plaintiff alleges violations of the Fair Credit Reporting Act, 1 U.S.C. 1681s-2b *et seq*. (**Ex. A,** Complaint, pp. 3-4.) It is proper for this Court to interpret and rule on Plaintiff's claims under this federal statute.

6. Venue is proper in this Court. The 41A District Court is located in Eastern District of Michigan, Southern Division. See 28 U.S.C. § 1441(a); 28

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U.S.C. § 102(b)(1).

7. Upon information and belief, Plaintiff has not obtained proper service of process on Co-Defendant Equifax Information Services, ("Equifax"), as no summons was issued/served. Consequently, Equifax's consent to removal is not required. 28 U.S.C. § 1446(b)(2)(A).

8. Based on the foregoing, CMI is entitled to remove this action to this Court under 28 U.S.C. § 1441, *et seq*.

WHEREFORE, CMI serves Notice that this action has been removed to the United States District Court for the Eastern District of Michigan.

Respectfully submitted,

DYKEMA GOSSETT PLLC

By:/s/ Christyn M. Scott
Christyn M. Scott (P67485)
Attorneys for CitiMortgage, Inc.
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Telephone: (248) 203-0700
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cscott@dykema.com

Dated: October 12, 2017

CERTIFICATE OF SERVICE

I hereby certify that on October 12, 2017, my assistant served the foregoing document upon the following by first-class United States mail, with postage

DYKEMA GOSSETT•A PROFESSIONAL LIMITED LIABILITY COMPANY•39577 WOODWARD AVENUE, SUITE 300•BLOOMFIELD HILLS, MICHIGAN 48304

prepaid:

Gary D. Nitzkin, Esq.
Travis Shackleford, Esq.
Carl Schwarts, Esq.
CREDIT REPAIR LAWYERS OF AMERICA
Attorneys for Plaintiff
22142 West Nine Mile Road
Southfield, MI 48033

By: /s/ Christyn M. Scott
Christyn M. Scott (P67485)
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EXHIBIT A

Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN 41A JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. US17-4109 GC

Court address: 51660 Van Dyke, Shelby Charter Township, MI 48316

Court telephone no.

Plaintiff's name(s), address(es), and telephone no(s).	v	Defendant's name(s), address(es), and telephone no(s).
Horst Reschke c/o CREDIT REPAIR LAWYERS OF AMERICA 22142 W. Nine Mile Rd. Southfield, MI 48033 (248) 353-2882	v	Equifax Information Services, LLC RA: CSC Lawyers Incorporating Service Company 601 Abbott Road East Lansing, MI 48823 Citimortgage, Inc. RA: The Corporate Company 40600 Ann Arbor Rd. E. Ste 201 Plymouth, MI 48170
Plaintiff's attorney, bar no., address, and telephone no. Gary D. Nitzkin P41155 CREDIT REPAIR LAWYERS OF AMERICA 22142 W. Nine Mile Rd. Southfield, MI 48033 (248) 353-2882		

RECEIVED 2017 SEP -5 PM 2:07 41-A DISTRICT COURT SHELBY DIVISION

SUMMONS **NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111[C])
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
09/05/17	12/05/17	Ramona R.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

COMPLAINT ***Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.***

☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.

Family Division Cases

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in ______________________ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

General Civil Cases

☑ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in ______________________ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
Shelby Twp., MI	East Lansing and Plymouth, MI
Place where action arose or business conducted Shelby Twp., MI	

09/01/2017
Date

Gary D. Nitzkin w/permission
Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

PROOF OF SERVICE

SUMMONS AND COMPLAINT
Case No.

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

☐ **OFFICER CERTIFICATE**
I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

OR

☐ **AFFIDAVIT OF PROCESS SERVER**
Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

☐ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,
together with ______________________________
List all documents served with the Summons and Complaint

____

______________________________ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Mileage fee	Total fee
$		$	$

____
Signature

____
Name (type or print)

____
Title

Subscribed and sworn to before me on ______________ , ______________ County, Michigan.
Date

My commission expires: ______________ Signature: ______________________________
Date — Deputy court clerk/Notary public

Notary public, State of Michigan, County of ______________

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with ______________
Attachments

______________________________ on ______________________________
Day, date, time

______________________________ on behalf of ______________________________.
Signature

SUMMONS AND COMPLAINT
Case No.

PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

☐ OFFICER CERTIFICATE	OR	☐ AFFIDAVIT OF PROCESS SERVER
I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)		Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

☐ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with ______________________
List all documents served with the Summons and Complaint

____

______________________ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Mileage fee	Total fee
$		$	$

____
Signature

____
Name (type or print)

____
Title

Subscribed and sworn to before me on ______________________ , ______________________ County, Michigan.
Date

My commission expires: ______________________ Signature: ______________________
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of ______________________

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with ______________________
Attachments

______________________ on ______________________
Day, date, time

______________________ on behalf of ______________________ .
Signature

STATE OF MICHIGAN
IN THE 41A DISTRICT COURT

HORST RESCHKE,
Plaintiff,
v.

EQUIFAX INFORMATION SERVICES, LLC,
a Georgia limited liability company, and
CITIMORTGAGE, INC.,
a foreign corporation.
Defendants.
_______________________________/

GARY D. NITZKIN (P41155)
TRAVIS SHACKELFORD (P68710)
CARL SCHWARTZ (P70335)
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Attorneys for Plaintiff
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Southfield, MI 48033
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_______________________________/

COMPLAINT AND JURY DEMAND

NOW COMES THE PLAINTIFF, HORST RESCHKE, THROUGH COUNSEL, CREDIT REPAIR LAWYERS OF AMERICA, BY GARY D. NITZKIN, and for his Complaint against the Defendants, plead as follows:

VENUE

1. The transactions and occurrences which give rise to this action occurred in Shelby Township, Macomb County, Michigan.
2. Venue is proper in 41A District Court in Macomb County, Michigan as the actions and occurrences recited herein occurred in Shelby Township, in Macomb County, Michigan.
3. The amount in controversy is less than twenty five thousand dollars ($25,000.00) exclusive of costs, interest and attorney's fees.

PARTIES

4. Plaintiff is a natural person residing in Shelby Township, in Macomb County, Michigan.

5. The Defendants to this lawsuit are:

   a. Equifax Information Services, LLC ("Equifax") which is an Delaware limited liability company that maintains a registered agent in Ingham County, Michigan; and

   b. Citimortgage, Inc. ("Citimortgage") which is a foreign corporation that maintains a registered agent in Wayne County, Michigan.

GENERAL ALLEGATIONS

6. Citimortgage is reporting its trade line with erroneous foreclosure language on Mr. Reschke's Equifax credit report ("Errant Trade Line").

7. Mr. Reschke's property, which is the subject of the Errant Trade Line, was never foreclosed.

8. Foreclosure proceedings were started but never completed, as Mr. Reschke redeemed his property before the foreclosure sale.

9. On June 6, 2017, Mr. Reschke obtained his credit files and noticed Citimortgage reporting the Errant Trade Line with erroneous foreclosure language.

10. On or about July 7, 2017, Mr. Reschke, submitted a letter to Equifax, disputing the Errant Trade Line.

11. In these letters, he explained that the foreclosure wasn't completed and that he purchased the property back and asked to remove the erroneous foreclosure language from the Errant Trade Line.

12. Upon information and belief, Equifax forwarded Mr. Reschke's consumer dispute to Citimortgage.

13. On or about July 29, 2017, Mr. Reschke received Equifax's investigation results which showed that Errant Trade Line was verified and the erroneous foreclosure language remained.

14. As a direct and proximate cause of the Defendants' negligent and/or willful failure to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., Plaintiff has suffered credit and emotional damages. Due to the Defendants' failure to correct the errors in his credit file, Plaintiff has been forced to refrain from applying for new credit or more favorable terms on existing credit lines. Plaintiff has also experienced undue stress and anxiety due to Defendants' failure to correct the errors in his credit file or improve his financial situation by obtaining new or more favorable credit terms as a result of the Defendants' violations of the FCRA.

COUNT I

NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY CITIMORTGAGE

15. Plaintiff realleges the above paragraphs as if recited verbatim.

16. After being informed by Equifax of Mr. Reschke's consumer dispute to the Errant Trade Line, Citimortgage negligently failed to conduct a proper investigation of Mr. Reschke's dispute as required by 15 USC 1681s-2(b).

17. Citimortgage negligently failed to review all relevant information available to it and provided by Equifax in conducting its reinvestigation as required by 15 USC 1681s-2(b). Specifically, it failed to direct Equifax to remove the erroneous foreclosure language from Mr. Reschke's credit file.

18. The Errant Trade Line is inaccurate and creating a misleading impression on Mr. Reschke's consumer credit file with Equifax to which it is reporting such trade line.
19. As a direct and proximate cause of Citimortgage's negligent failure to perform its duties under the FCRA, Mr. Reschke has suffered damages, mental anguish, suffering, humiliation and embarrassment.
20. Citimortgage is liable to Mr. Reschke by reason of its violations of the FCRA in an amount to be determined by the trier fact together with reasonable attorneys' fees pursuant to 15 USC 1681o.
21. Mr. Reschke has a private right of action to assert claims against Citimortgage arising under 15 USC 1681s-2(b).

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against the Defendant Citimortgage for damages, costs, interest and attorneys' fees in the amount of less than twenty five thousand dollars ($25,000.00) exclusive of costs, interest and attorney's fees.

COUNT II

WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY CITIMORTGAGE

22. Plaintiff realleges the above paragraphs as if recited verbatim.
23. After being informed by Equifax that Mr. Reschke disputed the accuracy of the information it was providing, Citimortgage willfully failed to conduct a proper reinvestigation of Mr. Reschke's dispute.
24. Citimortgage willfully failed to review all relevant information available to it and provided by Equifax as required by 15 USC 1681s-2(b).

25. As a direct and proximate cause of Citimortgage's willful failure to perform its respective duties under the FCRA, Mr. Reschke has suffered damages, mental anguish, suffering, humiliation and embarrassment.

26. Citimortgage is liable to Mr. Reschke for either statutory damages or actual damages he has sustained by reason of its violations of the FCRA in an amount to be determined by the trier fact, together with an award of punitive damages in the amount to be determined by the trier of fact, as well as for reasonable attorneys' fees and he may recover therefore pursuant to 15 USC 1681n.

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against Citimortgage for the greater of statutory or actual damages, plus punitive damages, along with costs, interest and attorneys' fees in the amount of less than twenty five thousand dollars ($25,000.00) exclusive of costs, interest and attorney's fees.

COUNT III

NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY EQUIFAX

27. Plaintiff realleges the above paragraphs as if recited verbatim.

28. Defendant Equifax prepared, compiled, issued, assembled, transferred, published and otherwise reproduced consumer reports regarding Mr. Reschke as that term is defined in 15 USC 1681a.

29. Such reports contained information about Mr. Reschke that was false, misleading and inaccurate.

30. Equifax negligently failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Mr. Reschke, in violation of 15 USC 1681e(b).

31. After receiving Mr. Reschke's consumer dispute to the Errant Trade Line, Equifax negligently failed to conduct a reasonable reinvestigation as required by 15 U.S.C. 1681i.

32. As a direct and proximate cause of Equifax's negligent failure to perform its duties under the FCRA, Mr. Reschke has suffered actual damages, mental anguish and suffering, humiliation and embarrassment.

33. Equifax is liable to Mr. Reschke by reason of its violation of the FCRA in an amount to be determined by the trier fact together with his reasonable attorneys' fees pursuant to 15 USC 1681o.

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against Equifax for actual damages, costs, interest and attorneys' fees in the amount of less than twenty five thousand dollars ($25,000.00) exclusive of costs, interest and attorney's fees.

COUNT IV

WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY EQUIFAX

34. Plaintiff realleges the above paragraphs as if recited verbatim.

35. Defendant Equifax prepared, compiled, issued, assembled, transferred, published and otherwise reproduced consumer reports regarding Mr. Reschke as that term is defined in 15 USC 1681a.

36. Such reports contained information about Mr. Reschke that was false, misleading and inaccurate.

37. Equifax willfully failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information that it reported to one or more third parties pertaining to Mr. Reschke, in violation of 15 USC 1681e(b).

38. After receiving Mr. Reschke's consumer dispute to the Errant Trade Line, Equifax willfully failed to conduct a reasonable reinvestigation as required by 15 U.S.C. 1681i.

39. As a direct and proximate cause of Equifax's willful failure to perform its duties under the FCRA, Mr. Reschke has suffered actual damages, mental anguish and suffering, humiliation and embarrassment.

40. Equifax is liable to Mr. Reschke by reason of its violations of the FCRA in an amount to be determined by the trier of fact together with his reasonable attorneys' fees pursuant to 15 USC 1681n.

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against Defendant Equifax for the greater of statutory or actual damages, plus punitive damages along with costs, interest and reasonable attorneys' fees in the amount of less than twenty five thousand dollars ($25,000.00) exclusive of costs, interest and attorney's fees.

JURY DEMAND

Plaintiff hereby demands a trial by Jury.

Respectfully submitted,

Dated: August 31, 2017

Gary D. Nitzkin w/ permission

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TRAVIS SHACKELFORD (P68710)
CARL SCHWARTZ (P70335)
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